



THOMAS L. GARTHWAITE, M.D.
Director and Chief Medical Officer

COUNTY OF LOS ANGELES
DEPARTMENT OF HEALTH SERVICES
313 N. Figueroa, Los Angeles, CA 90012
(213) 240-8101

BOARD OF SUPERVISORS

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November 17, 2005

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

Dear Supervisors:

**AGREEMENT WITH THE HILTON HOTEL - PASADENA
FOR SPACE USE AND CATERING SERVICES FOR
THE DEPARTMENT OF HEALTH SERVICES' PATIENT SAFETY SEMINAR
(All Districts) (3 Votes)**

IT IS RECOMMENDED THAT YOUR BOARD:

Approve and delegate authority to the Director of Health Services, or his designee, to sign an Agreement with the Hilton Hotel - Pasadena for space use and catering services for the October 16-17, 2006 Department of Health Services' Patient Safety Seminar, at a total estimated net County cost not to exceed \$52,500, on condition that County Counsel and Chief Administrative Office approval is obtained prior to the execution of the Agreement.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION:

In approving the recommended action, the Board is authorizing the Director of Health Services to sign an Agreement with the Hilton Hotel – Pasadena (Hilton) to guarantee the rates for space use consisting of meeting and hotel rooms and catering services to conduct the October 16-17, 2006 Department of Health Services' (DHS or Department) Patient Safety Seminar, coordinated by the DHS Quality Improvement Program (DHS/QIP) and the DHS Patient Safety Committee. The Chief Administrative Officer, using delegated authority previously approved concerning space use arrangements, will sign the Agreement as to that component.

FISCAL IMPACT/FINANCING:

The estimated total cost of the Agreement is \$52,500 which includes \$50,000 for catering and \$2,500 for space use. The final cost will be determined by the number of attendees, which will range from 250-300 people.

Funding to cover training and seminars is included in the Department's annual budget and costs for this seminar will be absorbed within the Fiscal Year 2006-07 budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS:

In recent years, organizations such as the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) have placed increasing emphasis on patient safety and the reduction of medical errors. Beginning in 2004, JCAHO developed a core set of National Patient Safety Goals (NPSGs) designed to improve the quality and safety of care provided in health care facilities. These goals require facility compliance as part of the tri-annual survey for accreditation. Facilities must show compliance with these goals, not only during the accreditation survey, but also through a historical record of compliance.

Communicating new patient safety requirements and recommendations from JCAHO and other sources, as well as the methods by which compliance is obtained, is a focus of DHS/QIP and the DHS Patient Safety Committee. Additionally, the seminar will assist all facilities in maintaining continuous JCAHO and regulatory compliance.

With your Board's prior approval, a similar seminar was conducted May 18-20, 2005. The seminar was successful and fully met program objectives. Out of the approximately 170 participants, 99.4% reported that they would recommend future seminars to colleagues. The May 2005 seminar led to significant changes in best practices for which LAC+USC Medical Center recently won a scholarship grant from Blue Shield of California. The May 2005 seminar also highlighted best practices and high quality programs within the Department.

The seminar will be open only to DHS employees and will specifically target facility leadership, managers, supervisors, patient care providers and patient safety leaders. Attendees will be expected to participate in the entire seminar and obtain permission to attend the seminar from their supervisor. Participants will receive continuing medical education (CME) units. Meals and beverages will be served during the seminar to maximize staff participation and involvement in patient safety education. Seminar activities will be scheduled throughout the day including meal times.

Exhibit I provides the seminar discussion topics.

Section 5.40.097 of the Los Angeles County Code permits departments to purchase food and beverages for official functions and meetings authorized by the Director up to \$500 per occasion with a maximum of \$5,000 per year. The estimated amount required to provide food and beverages for this event exceeds this limit.

Registration cost is \$50 per person. The staff who submit proof of attendance may be reimbursed by the Department. The seminar will provide CME units at an estimated cost of \$15.71 to \$17.51 per person per CME. Similar seminars generally charge \$30 to \$90 per person per CME. Not including travel expenses, a similar seminar held by an outside organization would cost the County between \$138,000 and \$159,000.

Fifteen rooms will be blocked on October 16, 2006 for seminar speakers and DHS' staff use. If less than 11 blocked rooms are used, the County will be billed for unused rooms. Based on room usage at the May 2005 DHS Patient Safety Seminar, usage is expected to exceed this number. If an employee or speaker checks into one of the blocked rooms and departs without an overnight stay, a \$50 early departure fee will be billed. If DHS does not block rooms, conference room rental fees will increase from \$500 to \$1,500 per day.

CONTRACTING PROCESS:

The Hilton was chosen after reviewing the availability and prices of County-owned facilities and privately operated hotels in the Beach Cities, Downtown, and San Gabriel Valley Region. None of the County-owned facilities were able to accommodate the size and requirements of the function for both days. Out of 51 privately operated facilities contacted through the Los Angeles Convention and Visitors Bureau, 14 were able to accommodate the requested dates and size requirements. The Hilton was chosen as the preferred site because of its central location, competitive price and ease of transportation for speakers and employees.

IMPACT ON CURRENT SERVICES (OR PROJECTS):

The seminar will provide vital information to Department staff on patient safety.

Upon approval by the Board of Supervisors, the Executive Officer, Board of Supervisors is requested to return three adopted copies of this letter to the Department.

Respectfully submitted,



Thomas L. Garthwaite, M.D.
Director and Chief Medical Officer

TLG:LS:rf
Board letter Hilton 11.01.05

Attachments (2)

c: Chief Administrative Officer
Auditor-Controller
County Counsel

**DEPARTMENT OF HEALTH SERVICES' PATIENT SAFETY SEMINAR
OCTOBER 16-17, 2006
SEMINAR TOPICS**

- 2006 and 2007 JCAHO National Patient Safety Goals
- Practical Approaches to Compliance with the JCAHO National Patient Safety Goals
- Healthcare Team Training
- Current and Future National Patient Safety Initiatives
- Use of the Root Cause Analysis and Failure Mode Effect and Analysis systems to identify and correct weaknesses in the healthcare system
- Disclosure of Unanticipated Outcomes
- Emotional Support to Healthcare Providers Following an Unanticipated Patient Outcome
- Data from the new DHS Online Reporting System
- Current Activities of the DHS Patient Safety Committees
- Current Activities of the DHS Intensive Care Unit Best Practices Committee
- Current Activities of the DHS Emergency Department Best Practices Committee
- Patient Safety in the Ambulatory Setting
- Patient Safety Culture
- Results from Institute for Health 100,000 Lives Campaign
- Current Patient Safety Initiatives at Each Facility
- Patient Safety Vendor Products



GROUP SALES AGREEMENT

DESCRIPTION OF GROUP AND EVENT

The following represents an agreement between the Hilton Pasadena, 168 South Los Robles Avenue, Pasadena, California 91101 and County of Los Angeles on behalf of its Department of Health services(" Los Angeles County").

ORGANIZATION: Los Angeles County of Health Services

Contact Name: Dr. Thomas Garthwaite
Job Title: Director /Chief Medical Officer
Street Address: 313 N. Figueroa Street, Suite 703,
City, State, Postal Code: Los Angeles, CA 90012
Phone Number: 213-240-8283
Fax Number: 213-482-3895
E-mail Address: laugusta@ladhs.org

Name of Event: DHS Seminar-Patient Safety
Official Program Dates: Monday, October 16, 2006 through
Wednesday, October 18, 2006

GUEST ROOM COMMITMENT

The Hotel agrees that it will provide, and Los Angeles County agrees that it will be responsible for utilizing, 15room nights in the pattern set forth below (such number and such pattern, the "Room Night Commitment"):

	Mon 10/16/06
Standard King	15

Total Room nights: 15

GROUP ROOM RATES

Hotel confirms the following non-commissionable group rates (plus applicable state tax of \$0.10 and local taxes (currently 14.5%) in effect at the time of check in):

Room	Single Rate	Double Rate
Standard King	\$110.00	\$110.00
Standard Double	\$110.00	\$110.00

Executive Level:

Executive Level Rooms are available for an additional cost of \$25.00 per person per room.



PARKING

Event Parking is available at a special discounted rate of \$8.00 in Self Park Garage, and \$7.00 in valet. Overnight Parking is available in Valet at \$14.00 per day and \$12.00 per day in Self Park Garage. The above mentioned rates are current and they are subject to change.

Please note that the hotel does not own the parking structure and therefore is unable to bill self parking to any guest room folio. The hotel is however able to charge Valet Parking to the individual guest room folios. Guests who self park will need to pay the garage directly upon exiting the parking structure.

CHECK-IN/CHECK-OUT

Check out time is 12:00 Noon. Based on the Hotel's prior night's occupancy check-in time falls between the hours of 3:00 & 5:00 P.M. on the day of arrival. To facilitate scheduling, we ask each guest to honor our 12:00 Noon check out time on the date of departure.

EARLY DEPARTURE FEE

In the event that a guest who has reserved a room within your block checks out prior to the guest's reserved checkout date, an early departure fee of \$50.00 will be charged to that guest's individual account. Guests wishing to avoid this fee must advise the hotel at or before check-in. The hotel will deduct any such fees that are collected from any amount you may owe as sleeping room attrition.

FEES FOR ADDITIONAL SERVICES

The hotel provides a variety of facilities and services not specifically described in this contract, which are available to groups and individuals at additional charge. A list of the hotel's pricing for these facilities and services is attached to this contract, or is available to individual guests upon request.

SPECIAL CONCESSIONS

In consideration of the Room Night Commitment and the functions identified on the Function Information Agenda/Event Agenda, Hotel will provide Los Angeles County the following special concessions:

1. The Hilton Pasadena will offer complimentary use of the hotels Fitness Center, pool & Jacuzzi.
2. The Hilton Pasadena will offer complimentary shuttle service to our guest within a 2 mile radius.

ADJUSTMENTS TO CONCESSIONS

In the event of reductions in the Room Night Commitment of more than 80%, the Hotel may adjust any concessions previously offered in this Agreement, including those concessions offered on a complimentary basis, and may also adjust the Function Space in direct proportion to the reduction in the Room Night Commitment.

ROOMS ATTRITION

Los Angeles County agrees that it will pay Hotel \$110.00 for each room night not utilized below 11 room nights, as a reasonable estimate of the harm the attrition will cause the Hotel. Hotel agrees that after receiving this payment, it will not seek additional damages.



RESERVATION METHOD

Individual Reservations/Rooming List must be made no later than: Monday - September 25, 2006

Reservations will be by Individual Call-in:

Individual Call In – Please contact the Hotel Direct, Toll free 1-800-HILTONS or via
Fax at 1-626-584-3148.

Once an individual reservation has been made, any changes should be made directly with our Group Reservations Department. A credit card number or 1 nights advance deposit will be required to secure a room out of this block. Cancellations must be received 24 hours prior to arrival or 1 night room and tax will be assessed.

Rooming List – You shall submit a rooming list to Ms. Gabby Guevara fax: 626-584-3148 or via email to: gguevara@hiltonpasadena.com. Please be sure to include name of attendees, arrival and departure dates, and if available, the times of arrival and departure.

DIRECT BILLING AND PAYMENT INFORMATION

Your program is not considered definite until Payment Information is received.

DIRECT BILLING: If you wish to establish credit with the Hotel for the purpose of direct billing a portion of your account through the use of a Master Account for any of the above listed events you agree that the Hotel may review any available credit reporting services and will attempt to confirm your credit based on such sources. A minimum of (2) Hotel References must be provided. **PAYMENT OF DIRECT BILLING:** Subject to the approval of credit by the Hotel, authorization to direct bill may be issued. One-half of the master account must be paid within 7-days prior to your event. You agree that the remainder of the master account will be fully paid by company or certified check within 30 days upon receipt of an invoice from the Hotel. For any charges that remain unpaid after thirty (30) days from the date of the invoice, a late payment charge equal to the less of 1 ½% per month, or the highest rate permitted by law, shall be applied on the remaining balance until paid in full. We request that you review your Master Account with the Hotel Accounting Department prior to your departure.

CREDIT CARD PAYMENT: A valid credit card authorization form may be submitted in lieu of Direct Billing or Advanced Deposit. A front and back copy of the credit card being used is also required. This card will be charged 72 hours prior to arrival if full payment has not already been received. In the unlikely event the card would be declined, another method of payment must be received at that time.

DEPOSIT SCHEDULE: In the event credit is not approved or requested; full prepayment of all estimated charges must be made no less than 72 hours prior to arrival. In the event the Hotel does not receive such prepayment, the Hotel shall have the option of releasing your space by providing you with written notice, and you will remain liable for any cancellation and other similar charges provided in this Agreement.

As per our agreement, the following method of payment will be utilized with the group

Direct Bill Banquet Charges
Individuals Pay Own Guestrooms & Incidental Charges

HOTEL CONTACTS

The following staff members have been assigned to assist you with the planning and implementation of your guest rooms and function requirements. They are:



SALES MANAGER:	Laura A. Nichols	626-584-3204
CATERING MANAGER:	Laura A. Nichols	626-584-3204
SERVICE MANAGER:	Shirla De Magalhaes	626-584-3137
GUEST ROOMS COORDINATOR:	Gabby Guevara	626-584-3208

FUNCTION INFORMATION AGENDA/EVENT AGENDA

Based on the requirements outlined by Los Angeles County, the Hotel has reserved the function space set forth on the below Function Information Agenda/Event Agenda.

Date	Start Time	End Time	Function	Room	Setup	Agr	Room Rental
10/16/2006	7:00 AM	8:00 AM	Breakfast	California Ballroom	Exsisting	250	
	12:00 PM	1:00 PM	Lunch	California Ballroom	Rounds	250	
	8:00 AM	5:00 PM	General Session	California Ballroom	Rounds	250	\$500.00
	6:00 PM	8:30 PM	Reception	San Gabriel/Patio		250	
10/17/2006	7:00 AM	8:00 AM	Continental Breakfast	California Ballroom	Existing	250	
	8:00 AM	5:00 PM	General Session	California Ballroom	Rounds of 10	250	\$500.00
	12:00 PM	1:00 PM	Lunch	California Ballroom	Existing	250	

All meeting room, food and beverage, and related services are subject to applicable taxes, currently @ 8.25%, and service charge, currently @ 21%, in effect on the date(s) of the event.

FOOD AND BEVERAGE ATTRITION

Los Angeles County of Health Services agrees that it will provide a minimum food and beverage revenue of \$8,000.00 (exclusive of applicable service charges and taxes) as part of the Event. If Los Angeles County of Health Services provides less food and beverage revenue, it agrees to pay Hotel the difference between what was actually spent on food and beverage as part of the event and the food and beverage minimum.

FOOD AND BEVERAGE POLICIES

Due to licensing requirements and quality control issues, all food and beverage to be served on the Hotel property must be supplied and prepared by the Hotel. All food and beverage prices are subject to a 21% service charge and an 8.25% state tax (subject to change without notice). [Please note that the service charge is taxable.]

FORCE MAJEURE

The performance of this Agreement by either party is subject to acts of God, government authority, disaster or other emergencies, any of which make it illegal or impossible to provide the facilities and/or services for your meeting. It is provided that this Agreement may be terminated for any one or more of such reasons by written notice from one party to the other without liability.

INSURANCE

The Hotel and the Group shall obtain and maintain and provide evidence of insurance upon request in amounts sufficient to provide coverage for any liabilities, which may reasonably arise out of or result from the respective obligations pursuant to this contract.



INDEMNIFICATION

Each party hereby agrees to indemnify, defend and hold the other harmless from any loss, liability, costs or damages arising from actual or threatened claims or causes of action resulting from the gross negligence or intentional misconduct of such party or its respective officers, directors, employees, agents, contractors, members or participants (as applicable), provided that with respect to officers, directors, employees, and agents, such individuals are acting within the scope of their employment or agency, as applicable.

AFFIRMATIVE ACTION

Davidson Hotel Company is an equal opportunity employer. All federal EEO and affirmative action requirements in race, sex, religion, nation origin, handicap and Veteran status, veterans or disabled veterans status as found in 41CFR 60-1.4, 60-250.4 and 60-741.4 are herein incorporated by reference.

AMERICANS WITH DISABILITIES ACT

Both the Group and the Hotel shall be responsible for compliance with the public accommodation requirements of the Americans with Disabilities Act as defined by law. The Hotel shall provide, to the extent required by the Act, such auxiliary aids and/or services as may be reasonably requested by Group for use in sleeping rooms and public areas of the hotel, provided that Group gives reasonable advance written notice to the Hotel of such needs. Group shall be responsible for the cost of any auxiliary aids and series (including engagement of and payment to specialized service providers, such as sign language interpreters), necessary for use in the meeting space used by the group, other than those types and quantities typically maintained by the Hotel.

ARBITRATION/DISPUTE RESOLUTION/ATTORNEY'S FEES

Any controversy, claim or dispute arising out of or relating to this Agreement, shall be resolved before one panel and through non-binding mediation and/or binding arbitration conducted in accordance with the rules of the American Arbitration Association or JAMS in the State in which the Hotel is located. The law of the State in which the hotel is located will be the governing law. The arbitration award will be enforceable in any state or federal court. In any arbitration or court proceeding, the prevailing party shall be entitled to recover reasonable attorney's fees and costs. In addition, Group shall be responsible for payment of attorneys' fees and interest associated with the Hotel's efforts to collect monies owed under the terms of this agreement.

COMPLIANCE WITH LAWS

Group agrees to comply with all applicable U.S. federal, state and local laws governing the agreement and event, including any rules, regulations or requests of the U.S. Department of Homeland Security.

NOTICE

Any notice required or permitted by the terms of this contract must be in writing. Notice may be sent via facsimile transmission and will be considered effective as of the date and time of the facsimile confirmation of transmission.



WAIVER

If either party agrees to waive its right to enforce any term of this contract, it does not waive its right to enforce any other terms of this contract.

PROMOTIONAL CONSIDERATIONS

We have the right to review and approve any advertisements or promotional materials in connection with your function that specifically references any name or logo of the Hilton Pasadena.

SECURITY

We have no insurance for and are not responsible for any loss or damage to your property. If required, in our sole judgment, or order to maintain adequate security measures in light of the size and/or nature of your function, you will provide, at your expense, security personnel supplied by a reputable licensed guard or security agency doing business in the city or county in which we are located, which agency will be subject to our prior approval. Such security personnel may not carry weapons. For the safety of persons and property, no fireworks or incendiary devices may be used indoor at the hotel. Group agrees to comply with all applicable federal, state and local laws, including health and safety codes and federal anti-terrorism laws and regulations including all provisions of the Patriot Act and regulations of the U.S. Department of Homeland Security and the Office of Foreign Assets Control. Group agrees to cooperate with Hotel and any relevant governmental authority to ensure compliance with such laws.

CANCELLATION

In the unlikely event that you should decide to cancel this event at any time after execution of this Agreement, the following cancellation charges will apply, which are not a penalty and represents a reasonable effort by the Hotel to establish its loss prospectively and are liquidated damages:

Date of Signature to actual date of event	80% of total anticipated revenue
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These payments may be subject to the applicable taxes. Such payment shall be made by certified check or wire transfer and shall accompany your notice of the exercise of this cancellation option. Any attempted exercise of this right without the inclusion of payment, as set forth above, shall be invalid. Proper notice of cancellation is not default rather an exercise of a right under this Agreement to cancel this Agreement without any further obligations.

The above terms and conditions currently are being held by the hotel on a first option, tentative basis.

To confirm this as a definite program, please review the contract and the Hotel Policies and then indicate your approval by signing below and returning the entire contract to our office by **11/1/2005**. If we do not receive your signed contract by the specified date, we cannot continue to hold space. Should another group request your dates prior to your option date we will notify you and you will have 48 hours to confirm this contract or release the space.

SIGNATURE

This contract constitutes the entire agreement between the parties and may not be amended or changed unless done so in a writing signed by Hotel and Group.

The undersigned represent that they are authorized to sign and enter into this contract.



Notice may be sent via facsimile transmission and will be considered effective as of the date and time of the facsimile confirmation of transmission.

SIGNATURES

Approved and authorized by Los Angeles County.

Name:	Dr. Thomas Garthwaite	Signature:	_____
Title:	Director / Chief Medical Officer	Date:	_____

Approved and authorized by Hotel:

Name:	Laura A. Nichols	Signature:	_____
Title:	Sales Manager	Date:	_____

Approved and authorized by Hotel:

Name:	Kevin Busch	Signature:	_____
Title:	Director of Sales	Date:	_____



Joinder (Required if a Third Party is Involved)

Group is represented by [Agent} who is exclusive agent of the Group and has complete authority to represent the Group in every manner as to this Agreement. The Hotel is expressly authorized to act in accordance with the direction of the Agent consistent with this Agreement. It is recognized that Agent is the agent of the group and not of the Hotel. Group consents to and agrees to be bound by all agreements made by Agent and to pay to the Hotel all fees, charges, costs and expenses due and owing to the Hotel in accordance with the terms of any agreement entered into by Agent with Hotel. In the event a dispute arises over payment to Agent, the Hotel will abide by the explicit written direction of the Group, unless the Hotel, in its sole discretion, elects to pay any disputed amounts into a court of competent jurisdiction for resolution. In no event shall the Hotel be liable to Agent, if the Group terminates Agent as its agent prior to the meeting. Group shall defend, indemnify and hold harmless the Hotel from any liability arising out of the Group's appointment or termination of Agent as its agent. The undersigned party executing this joinder and Consent to Agreement has full power and authority to execute the same on behalf of Group and to bind Group to the terms hereof.

Los Angeles County

By:

Name: _____

As: _____(Pres/Vice Pres)